

E-filed 2/17/06

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ELIZABETH TREVINO and YADIRA RIOS,
on behalf of themselves and all others similarly
situated,

Case No. C05-00239 JF (HRL)

ORDER RE: PROTECTIVE ORDER

Plaintiffs,

v.

ACB AMERICAN, INC., HILCO
RECEIVABLES, LLC, B. MASTERS and
K. FRANCIS,

Defendants.
_____ /**I. Background**

A recent discovery dispute between the parties concerned the production of certain "confidential" information. At the hearing on the motion to compel, both parties represented that they would stipulate to the "standard" protective order used in this District. Accordingly, the court's discovery order of January 27, 2006 required the parties to enter into a stipulated protective order.

On February 11, 2006, defendants filed a "Response to Magistrate Lloyd's January 27, 2006 order" in which they stated that the parties had reached an impasse in their negotiations over the stipulated protective order. Apparently, the standard protective order available on the District Court website has "optional" provisions that the parties cannot agree on. Defendants want the inclusion of optional provision 7.4, which sets out a procedure that must be followed

1 before confidential discovery may be turned over to an expert. They are concerned that,
2 without provision 7.4, it will be difficult to enforce compliance with the protective order against
3 an out-of-state expert. Defendants requested that the court enter their proposed protective with
4 provision 7.4.

5 On February 13, 2006, plaintiffs filed their own "Letter Brief Regarding the Protective
6 Order." Plaintiffs stated that they believed optional provision 7.4 added overly complicated and
7 unnecessary procedures to the litigation. They asserted that the protective order provides
8 adequate protection without the additional requirements. Plaintiffs requested that the court
9 enter their proposed protective order without provision 7.4 (but was in all other respects
10 identical to defendants' proposal).

11 Having reviewed both iterations of the protective order, the court believes that there is
12 adequate protection without the addition of provision 7.4. The protective order already requires
13 (in provision 7.2(c)) all experts who receive confidential information to sign an
14 "Acknowledgment and Agreement to be Bound" by the protective order. The Agreement
15 specifically states: "I further submit to the jurisdiction of the United States District Court of the
16 Northern District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this action."

18 Because the court believes that this explicit consent to jurisdiction provides the parties
19 with adequate means to enforce the protective order against out-of-state experts, if necessary,
20 the court will enter the protective order without provision 7.4, as submitted by plaintiffs.

21 **IT IS SO ORDERED.**

22 Dated: 2/17/06

23 /s/ Howard R. Lloyd
24 HOWARD R. LLOYD
25 UNITED STATES MAGISTRATE JUDGE
26
27
28

THIS SHALL CERTIFY THAT A COPY OF THIS ORDER WILL BE SENT TO:

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* Counsel are responsible for providing copies of this order to co-counsel.

Dated: 2/17/06

/s/ RNR
Chambers of Magistrate Judge Lloyd